

EXHIBIT P



July 6, 2023

Time Out Communities, LLC
TOPPOS, LLC
333 Las Olas Way, CU-1, Suite 434
Fort Lauderdale, FL 33301
Attn: Mark S. King, General Counsel and COO

Re: Notice of Default, Demand, and Continued Suspension of Credit Line

Dear Mr. King:

Because of past due interest and fee obligations in the amount of \$266,162.31 and past due principal curtailment obligations in the amount of \$1,100,641.23, Time Out Communities, LLC and TOPPOS, LLC (individually and collectively, "**Borrower**") are in default under the terms of the Loan and Security Agreement dated as of May 12, 2020 between Borrower and Northpoint Commercial Finance LLC (the "**Agreement**"). ***Northpoint Commercial Finance LLC ("Northpoint") demands that Borrower immediately pay the past due sum of \$1,366,803.54.***

As a reminder, until further notice Northpoint has suspended Borrower's credit facility and will not provide any additional advances to Borrower. This suspension includes (but is not limited to) the suspension of any new financing for TOPPOS, LLC of homes currently financed under the floor plan facility for Time Out Communities, LLC. Thus, pursuant to Section 3 of the Agreement, without the consent of Northpoint, any homes currently financed for Time Out Communities shall not be affixed to any real estate or removed from Time Out Communities, LLC's place of business including (but not limited to) such homes being transferred to the possession (directly or indirectly) of TOPPOS, LLC or such homes being placed on or affixed to any real estate for the purposes of operating the business of TOPPOS, LLC. ***Northpoint demands that Borrower immediately pay the full amount of the outstanding principal for each and every home financed for Time Out Communities, LLC that currently or hereafter is in violation of the preceding sentence.***

Additionally, pursuant to Section 3 of the Agreement wherein Borrower agrees to take any action Northpoint reasonably deems necessary or appropriate to protect and perfect its security interest in the homes, Northpoint demands that Borrower immediately surrender and deliver to Northpoint any and all MSO's currently in the possession of Borrower.

By copy of this letter, Northpoint is informing the guarantors listed on the attached Exhibit A attached hereto (each, a "**Guarantor**") of Borrower's default, and pursuant to each Guarantor's guaranty of Borrower's obligations, Northpoint also makes demand each Guarantor to pay the amounts demanded herein.

Borrower's obligations and liabilities under the Agreement remain in full force and effect, and Northpoint expects Borrower's strict compliance with the Agreement. This is not meant to be a complete list or demand for cure of all defaults under the Agreement. Other defaults may exist

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including (but not limited to) past due principal curtailment payments. Northpoint's acceptance of any partial payments shall not constitute a waiver or release of any of Northpoint's rights and remedies under the Agreement or applicable law, or otherwise establish any course of dealing to which Northpoint is bound now or in the future. Northpoint reserves its right at any time to exercise any of its rights and remedies resulting from any default including (but not limited to) accelerating the maturity of all obligations owing under the Agreement, implementation of the default rate of interest, and termination of Borrower's credit facility. Nothing in this letter shall constitute a waiver or amendment of any of Northpoint's rights and remedies resulting from any default. Any delay or forbearance by Northpoint in the exercise of its rights and remedies will not operate as a waiver or amendment of any default or any right or remedy.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Sapienza", with a long horizontal flourish extending to the right.

David W. Sapienza, V.P. of Operations

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EXHIBIT A
(LIST OF GUARANTORS)

Neil Carmichael Bender, II
Time Out Properties, LLC
Top Park Services LLC
Abbot Park MHC LLC
Alamac Village MHP LLC
Cadillac Ranch MHC LLC
Brittany Court MHP LLC
Bullock MHP LLC
Cedarbrook Estates MHP LLC
Central Park 2 MHP LLC
Central Park 3 MHP LLC
City View MHC LLC
Eaglewood MHP LLC
Grand Valley MHP LLC
Littlefield Village MHP LLC
Maple Creek MHP LLC
Countryside MHC LLC
Eastview MHC LLC
Pine Run Park MHP LLC
Prairie Knolls MHP LLC
Rolling Acres MHC LLC
Scottsdale MHP LLC
Taylor Park MHC LLC
Waynesville Plantation MHP LLC
West Estates MHC LLC
Wysteria Village MHC LLC
Patch Place MHC LLC
Dogwood MHC, LLC
Laiken Estates MHC, LLC
Schoolview MHC, LLC
Turner Park MHC, LLC
Victoria Estates MHC, LLC
Ridgefield MHC LLC
Pleasant Hope MHC LLC
Time Out MHP, LLC
Cape Fear MHC LLC
Green Pines MHC LLC
Pine Log MHC LLC
Pinewood MHC LLC
Taylor's Bridge MHC LLC
White Sands MHC LLC
Bayside MHC LLC
Affordable Resorts LLC

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ORIGIN ID:GVLA (470) 870-2662
PATRICK HOLLIFIELD

1105 LAKEWOOD PARKWAY
SUITE 210
ALPHARETTA GA 30009
UNITED STATES US

SHIP DATE: 06JUL23
ACTWGT: 0.50 LB
CAD: 253221137/NET4610

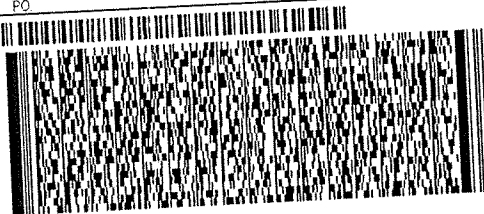
BILL SENDER

TO MARK S. KING
TIME OUT COMMUNITIES, LLC
333 LAS OLAS WAY
CU-1 STE. 434
FORT LAUDERDALE FL 33301

(954) 637-2320
INV
PO

REF TOG CORPORATE

DEPT:



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PRIORITY OVERNIGHT

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FL-US FLL



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ORIGIN ID:GVLA (470) 870-2662
PATRICK HOLLIFIELD

1105 LAKEWOOD PARKWAY
SUITE 210
ALPHARETTA, GA 30009
UNITED STATES US

SHIP DATE: 06JUL23
ACTWGT: 0.50 LB
CAD: 253221137/INET4610

BILL SENDER

TO NEIL CARMICHAEL BENDER, II
TIME OUT COMMUNITIES, LLC
[REDACTED]

FORT LAUDERDALE FL 33301

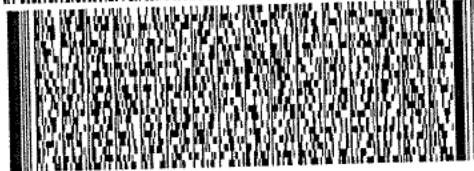
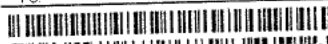
(954) 637-2320

REF: BENDER RESIDENCE

REV

PO

DEPT



FedEx
Express



FRI - 07 JUL 12:00P

PRIORITY OVERNIGHT

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